



J. H. CROW COMPANY, INC.  
P.O. Box 576, 216 Stiger Street  
Hackettstown, N.J. 07840  
Telephone (201) 852-4855/Fax (201) 852-5275

## LETTER OF TRANSMITTAL

Date: 5/19/89

To:

Preston M. Canzius, Environmental EngineerNew Jersey Compliance BranchU.S. Environmental Protection Agency26 Federal Plaza, Room 747New York, New York 10278

Please be advised that we are sending you the following:

Originals X Copies \_\_\_\_\_ Maps/Prints \_\_\_\_\_Response to USEPA Request for Informationunder 42USC9601 et seq., and 42USC6901 et seq.

By:	<u>U.S. MAIL</u>		
	REGULAR	EXPRESS	<u>CERTIFIED</u> <i>Return Receipt By</i>
EXPRESS CARRIER	_____		
HAND DELIVERY	_____		
FAX TO #	_____	_____	PAGES + COVER

Comments: \_\_\_\_\_

Signed: *Sylvia Dunlop*

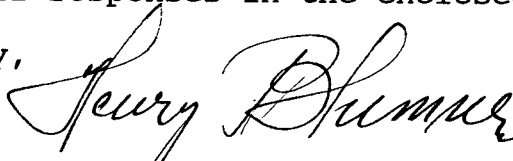
May 18, 1989

Preston M. Canzius, Environmental Engineer  
New Jersey Compliance Branch  
U. S. Environmental Protection Agency  
26 Federal Plaza, Room 747  
New York, NY 10278

Dear Mr. Canzius:

In answer to the Agency's Request for Information Under 42USC9601 et seq., and 42USC6901 et seq., dated March 29, 1989, we submit all responses in the enclosed attachment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Henry Blumner".

Henry Blumner, Partner  
Franklin Industrial Park

c: Robin Moses, Assistant Regional Counsel  
Room 309

1000809

**ATTACHMENT A**

**FRANKLIN INDUSTRIAL PARK PARTNERSHIP  
RESPONSES - USEPA REQUEST FOR INFORMATION**

1000810

**JHCCo/Franklin Industrial Park Partnership  
Response to USEPA Questionnaire/ May 11, 1989**

1. a. Franklin Industrial Park is a partnership and is not an incorporated entity.
- b. The five partners who form the partnership of Franklin Industrial Park are:

Henry Blumner  
16 Scotland Drive  
Livingston, NJ 07039

Steven Blumner  
143-53 Quincy Avenue  
Fresh Meadows, Flushing, NY 11355

Barry Gartenberg, Manager  
Lilo Gartenberg Residuary Trust  
489 Frelinghuysen Avenue  
Newark, NJ 07114

Albert Rosenberg  
212 Peachtree Place  
Freehold, NJ 07728

Meny Podhoretz  
66-36 Yellowstone Blvd.  
Apt. 123K  
Forest Hills, NY 11375

- c. The partnership was formed in the state of New Jersey. The five partners listed above are all agents for service of process in the state of New Jersey.
  - d. Not Applicable.
  - e. Not Applicable.
  - f. Not Applicable.
2. Not Applicable.
  3. Franklin Industrial Park does not have a permit or permits issued pursuant to the Resource Conservation & Recovery Act, nor any EPA Waste-Generator identification number.

4. Franklin Industrial Park owns Lot #12, Block 41, Franklin Township, Warren County, New Jersey. A copy of the deed of ownership is not available at the present time.
5. Lot #12, Block 41, reference to the tax map of Franklin Township, Warren County, New Jersey is the sole location owned by Franklin Industrial Park.
6. Franklin Industrial Park is a real estate operation with no manufacturing, research and development, processing and/or handling activities.

The two tenants which have occupied the site are T M Pallet Co., and Henkels and McCoy.

T M Pallet is a recycling operation which breaks up used pallets to recover the material and to make new pallets. Their processes reportedly do not employ any solvents, paints, or other hazardous materials. T M Pallet is still a tenant.

Henkels & McCoy, which is no longer a tenant, is a construction specialist in linear construction problems, e.g: pipeline construction, underground wiring chases and the like, also involved in overhead versions of the same type of construction. They utilized the site previously as a staging facility, and in any case reportedly did not employ solvents, paints, or other hazardous materials.

7. None.
8. No.
9. As to Franklin Industrial Park: not applicable.  
As to T M Pallet: waste wood is hogged for disposal.  
As to Henkels & McCoy: not applicable.
10. Not applicable.
11. Not applicable.
12. As to Franklin Industrial Park: not applicable.  
As to T M Pallet: Gabe Minorics  
T M Pallet Company  
RD2, Box 3708  
Stewartsville, New Jersey 08886  
Tel: 201-454-3042

As to Henkels & McCoy: not applicable

13. Not applicable.

14. Not applicable.

15. Not applicable.

16. Not applicable.

17. This request for information was answered by:

Henry Blumner  
16 Scotland Drive  
Livingston, NJ 07039

In addition, personnel of J. H. Crow Company, Inc., environmental consultants for Franklin Industrial Park, Corporation, provided assistance in responding to the questions.

h\2\83018951

**ATTACHMENT B**

**DEED - FRANKLIN INDUSTRIAL PARK**

**1000814**

222953

PA

223265 This Deed, made the 26th day of December

1975

Between HENRY BLUMNER of 16 Scotland Drive, Livingston, New Jersey 07039; ALBERT ROSENBERG, of 85 S. Edgemere Road, Livingston, New Jersey 07039; STEVEN BLUMNER, of 141-29 78th Avenue, Flushing, New York;

XXXXXX  
XXXXXX

XXXXXX

XKX

XXXXXXXXXX

herein designated as the Grantors.

And

HENRY BLUMNER, of 16 Scotland Drive, Livingston, New Jersey 07039; ALBERT ROSENBERG, of 85 S. Edgemere Road, Livingston, New Jersey 07039; STEVEN BLUMNER, of 141-29 78th Avenue, Flushing, New York; JOSEPH GARTENBERG, of 909 S. Orange Ave., Short Hills, New Jersey; and MANUEL PODHORETZ, of Jackson Heights, New York

XXXXXXXXXX

XXXXX

XXXXXX

XKX

XXXXXXXXXX

herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

---EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY &amp; NO/100 (\$18,750.00) DOLLARS

lawful money of the United States of America, to the Grantees in hand well and truly paid by the Grantors, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantees being therein fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

All those tracts or parcel of land and premises, situate, lying and being in the Township of Franklin in the County of Warren and State of New Jersey, more particularly described as follows:

TRACT 1: BEGINNING at a point in the southerly line of right of way of the Morris and Essex Division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between lands formerly of William Pursel and lands formerly of David Pursel; thence (1) South 16 degrees 10 minutes east along said division line 1611.73 feet to a point in the northerly line of lands formerly of William Gibson and Jesse De Reamer; thence (2) South 69 degrees 07 minutes west along said line of lands of William Gibson and Jesse De Reamer 1283.70 feet to a stone monument; thence (3) North 15 degrees 54 minutes west along line of lands formerly of John V. Miller 1191.08 feet to a corner in lands formerly of Sarah Boyer; thence (4) North 16 degrees 22 minutes west along line of lands formerly of Sarah Boyer, 243.56 feet to a point in the southerly line of a right of way of the Morris and Essex division of the Delaware and Lackawanna Railroad; thence (5) Northeasterly and curving to the left on a radius of 7688.80 feet along said line of right of way 1158.88 feet to a point of tangency; thence (6) North 57 degrees 30 minutes east still along said right of way 148.20 feet to the place of BEGINNING.

TRACT 2: BEGINNING at a stone monument in the southerly line of right of way of the Morris and Essex Division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between lands formerly of John V. Miller and lands formerly of William Pursel; thence (1) South 20 degrees 12 minutes east along said line of lands of John V. Miller 1974.70 feet to a point in the middle of the public road; thence (2) South 46 degrees 30 minutes west along the middle of said road 72.11 feet to a point; thence (3) South 54 degrees 57 minutes west, still along the middle of said road 486.56 feet to a point; thence (4) South 44 degrees 43 minutes west still along the middle of said public road 418.84 feet to a point; thence (5) South 55 degrees 47 minutes west still along the middle of said public road 1110.15 feet to a point in the middle of another public road and line of lands formerly of William Gibson and Jesse De Reamer; thence (6) North 16 degrees 10 minutes west along the

continuat....

COUNTY OF WARREN  
CONSIDERATION \$18,750.00  
REALTY TRANSFER FEE \$10.00  
DATE 12-26-75 BY C.C.

COUNTY OF WARREN  
CONSIDERATION \$18,750.00  
REALTY TRANSFER FEE \$10.00  
DATE 12-26-75 BY C.C.

PC-00

1000815



352 164 550 228

middle of the road and line of lands of said William Gibson and Jesse De Reimer, also along line of lands formerly of David and Emma Pursel 2178.63 feet to a point in the southerly line of right of way of Morris and Essex division of the Delaware and Lackawanna Railroad; thence (7) North 57 degrees 30 minutes east along said line of right of way 1882.97 feet to the Place of BEGINNING.

#### EXCEPTING

BEGINNING at a point in the southerly line of right of way of the Morris and Essex division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between formerly of William Pursel and lands formerly of David Pursel, thence running south 16 degrees 10 minutes east along said division 1611.73 feet to a point in the northerly line of lands formerly of William Gibson and Jesse De Reimer to the point of place of beginning of the tract herein to be conveyed and running thence; (1) South 69 degrees 07 minutes west along said line of lands of William Gibson and Jesse De Reimer 1283.70 feet to a stone monument; thence (2) North 15 degrees 54 minutes west along line of lands formerly of John V. Miller 175 feet to a point; thence (3) North 69 degrees 07 minutes east along a line parallel to the first course until the same intersects the aforesaid dividing line between lands formerly of William Pursel and lands formerly of David Pursel; thence (4) South 16 degrees 10 minutes east along said division line to the point or place of BEGINNING.

#### EXCEPTING

BEGINNING at a point in the southerly line of right of way of the Morris and Essex Division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between lands formerly of William Pursel and lands formerly of David Pursel, thence running south 16 degrees 10 minutes east along said division line 1436.79 feet to a point in the southerly line of lands now of Pennsylvania Tire Company to the point or place of beginning of the tract herein conveyed and running thence (1) South 73 degrees 16 minutes west along said line of lands of Pennsylvania Tire Company 1282.88 feet to a point; thence (2) North 11 degrees 45 minutes west along line of lands formerly of John V. Miller 10 feet to a point, said point being 185 feet northwesterly from the stone monument at the intersection of lands formerly of John V. Miller and lands formerly of William Gibson and Jesse De Reimer; thence (3) North 73 degrees 16 minutes east along a line parallel to the first course hereof until the same intersects the aforesaid division line between lands formerly of William Pursel and lands formerly of David Pursel; thence (4) South 12 degrees 1 minute east along said division line to the point or place of BEGINNING.

#### EXCEPTING HOWEVER

There are excepted from the above described tract 1 the following described tract of land granted and conveyed by Thomas Madison Cowell and Evelyn V. Cowell, his wife, and Matthew C. Ricciardi and Ada R. Ricciardi, his wife, to Joseph P. Murphy and George J. Fougouet.

BEGINNING at a point on the south right of way line of the Morris and Essex division of the Delaware, Lackawanna and Western Railroad, said point being also the northwest corner of Tract No. 1 in deed conveyed to Thomas Madison Cowell and Matthew C. Ricciardi by J. Henry Beers and Mildred E. Beers, his wife, dated April 17, 1951 and recorded in the Warren County Clerk's Office in Book 351 of deed on Page 115; thence (1) South 16 degrees 22 minutes east a distance of 243.56 feet to a point; thence (2) South 15 degrees 40 minutes east a distance of 129.8 feet to a point; thence (3) North 52 degrees 53 minutes east a distance

continued on RIDER....

1000816

DESCRIPTION RIDER  
Henry Blummer, et als  
to  
Henry Blummer et als

of 417.9 feet to a point; thence (4) North 37 degrees 7 minutes West a distance of 288.2 feet to another point on the south right of way line of the above railroad; thence (5) South on a Chord along the radius of a bearing of south 64 degrees 23 minutes west a distance of 289.8 feet to the place of BEGINNING.

The said grantors present owners of the property have conveyed out of the property and excepting from this conveyance the following two tracts of land which are described as follows:

Tract 1: This is a 10 acre tract of land conveyed to Sagittarius, Inc. on or about August 31st, 1972.

BEGINNING at a point in the centerline of Edison Road on the Southerly right of way line of the Erie and Lackawanna Railroad; and thence (1) along said line of Edison Road South 11 degrees 10 minutes 40 seconds East 41.9 feet to a spike; and thence (2) still along said Road South 4 degrees 08 minutes 40 seconds West 102.67 feet to a spike; and thence (3) still along said Road South 16 degrees 59 minutes 40 seconds West 100.0 feet to a spike; and thence (4) still along said Road South 29 degrees 16 minutes 20 seconds West 100.0 feet to a spike; and thence (5) still along said Road South 11 degrees 24 minutes 20 seconds West 100.0 feet to a spike; and thence (6) still along said Road South 1 degree 22 minutes 20 seconds East 130.0 feet to a spike; and thence (7) still along said Road South 23 degrees 21 minutes 00 seconds East 82 feet to a spike on the line of lands remaining to Vilnew Corporation; and thence (8) along said line south 60 degrees 44 minutes 15 seconds West 1052.2 feet to a point on the line of Michael and Alexander Hart; and thence (9) along said line North 15 degrees 45 minutes West 173.90 feet to a point on the line of lands of Franklin Steel Inc.; and thence (10) along said line North 52 degrees 53 minutes East 417.90 feet to a point; and thence (11) still along said line North 37 degrees 07 minutes West 288.2 feet to a point on the line of lands of the Erie and Lackawanna Railroad; and thence (12) along said line on a curve to the left having a radius of 7688.80 feet a distance of 868.96 feet along a chord of North 60 degrees 44 minutes 15 seconds East 868.50 feet to a point of tangency; and thence (13) along said line North 57 degrees 30 minutes East 130.75 feet to the point and place of beginning, being 10.04 acres, more or less.

KNOWN as Lot 12A, Block 41 as shown on the assessment maps of Franklin Township, New Jersey.

Tract 2: The following 5.7 acres of land has been conveyed to the Apex Galvanizing Corporation, which is described as follows:

Lot to be conveyed in Lot 1, Block 27 in Franklin Township, Warren County, N.J.

continued....

11 550 230

552 166

DESCRIPTION RIDER  
Henry Blumner, et als  
to  
Henry Blumner et als

Beginning at an iron pipe in the center of Edison Road, said point being South 11 degrees 10 minutes 40 seconds East 41.9 feet and South 4 degrees 08 minutes 40 seconds West 13.67 feet from a railroad spike at the intersection of the centerline of Edison Road with the Southerly line of the Delaware and Lackawanna Railroad; and thence (1) along the center of said Road South 4 degrees 08 minutes 40 seconds West 89.0 feet to a spike; and thence (2) along the center of said Road South 16 degrees 59 minutes 40 seconds West 100.0 feet to a spike; and thence (3) along the center of said Road South 29 degrees 16 minutes 20 seconds West 100.0 feet to a spike; and thence (4) along the center of said Road South 11 degrees 24 minutes 20 seconds West 100.0 feet to a spike; and thence (5) along the center of said Road South 1 degree 22 minutes 20 seconds East 130.0 feet to a spike; and thence (6) along the center of said Road South 23 degrees 21 minutes 00 seconds East 64.52 feet to a spike on the line of lands remaining to Vilnew Corp.; and thence (7) along the line of lands remaining to Vilnew Corp. North 53 degrees 54 minutes 20 seconds East 770.4 feet to an iron pipe; and thence (8) still along the line of Vilnew Corp. North 32 degrees 51 minutes West 382.89 feet to a railroad spike on the line of a 50 foot right of way; and thence (9) along said right of way South 57 degrees 30 minutes West 402.5 feet to the point and place of beginning, being 5.70 acres, more or less.

The foregoing description being in accordance with a survey made by William E. Ferlanie, P.E. and L.S., Bloomsbury, New Jersey dated April 3, 1975.

Being part of the same premises conveyed to Vilnew Corp., by deed of Pennsylvania Tire Company dated October 15, 1968, and recorded in the Clerk's Office of Warren County on October 16, 1968 in deed book 498, page 961.

TOGETHER WITH the following grants and easements which shall run with the land:

1. The right to use in common with others the concrete road adjoining the northerly line of the within described premises for ingress and egress to and from Edison Road.
2. The right to use railroad side tracks over and across lands of the party of the first part adjoining the easterly line of the within described premises for access to the main line of the Erie Lackawanna Railroad Company.
3. The right to take and draw water from existing wells on premises of the party of the first part adjoining on the east, together with the right to use existing water pipelines and to enter upon said

continued....

580 231

582 167

## DESCRIPTION RIDER

Henry Blunner, et als

to

Henry Blunner et als

premises for maintaining and repairing said pipelines, until such time as another adequate source of water is established.

Subject to month to month tenancy on the small building for party named Waslin, who is presently in default on his rent and subject to renewable agricultural lease with Farmer Banghart.

Subject to easements, restrictions, grants of record, and reservations which may appear in the chain of title.

Being the same land and premises conveyed by Vilnew Corp., a New Jersey corporation, to Henry Blunner, Albert Rosenberg and Steven Blunner, by deed dated November 19, 1975 and duly recorded in the Warren County Clerk's Office on November 25, 1975 in Book 578 of Deeds, pages 276c.

Subject, however, to the operation of a certain indenture of mortgage executed and delivered by the said Henry Blunner, Albert Rosenberg and Steven Blunner to Vilnew Corp., dated November 19, 1975 and recorded in Mortgage Book 396 on pages 119&c. in the Office of the Clerk of the County of Warren, which mortgage, with interest due thereon from November 19, 1975, the said Henry Blunner, Albert Rosenberg, Steven Blunner, Joseph Gartenberg and Emmanuel Podhoretz, hereby assume and agree to pay and discharge as and for part of the above-expressed consideration.

It is understood and agreed by and between the grantors and the grantees that the interest of the grantees in the property herein conveyed shall be as follows: Henry Blunner, 25%; Albert Rosenberg, 25%; Steven Blunner 25%; Joseph Gartenberg 12-1/2%; and Emmanuel Podhoretz 12-1/2%. Henry Blunner, Albert Rosenberg and Steven Blunner purchased the premises from Vilnew Corp. on November 19, 1975 for the consideration of \$75,000.00, and then in turn by this deed conveyed a 25% interest in the same property to Joseph Gartenberg and Emmanuel Podhoretz for the consideration of \$18,750.00, which sum represents one-fourth, or 25% of the original purchase price of \$75,000.00 paid by Henry Blunner, Albert Rosenberg and Steven Blunner, to Vilnew Corp. The resulting interests and values of said interests after the execution and delivery of this deed are as follows:

Henry Blunner	25%	\$ 18,750.00
Albert Rosenberg	25%	18,750.00
Steven Blunner	25%	18,750.00
Joseph Gartenberg	12-1/2%	9,375.00
Emmanuel Podhoretz	12-1/2%	9,375.00
Total:	100%	\$ 75,000.00.

1000819

10—Acknowledgment, Individual

Revised Form, Law Book Publishers, Perth Amboy, N.J.  
Try-See Law Forms \*Trade Mark Registered

State of New Jersey,  
County of Warren

ss:

Do it Remembered, that on this 27th day of January  
in the year of Our Lord One thousand nine hundred and Seventy-six, before me,  
the subscriber, An Attorney at Law of New Jersey  
personally appeared Henry Blummer, Albert Rosenberg and Steven Blummer

who, I am satisfied, are the grantors mentioned in the within Instrument,  
and thereupon they acknowledged that they each  
signed, sealed and delivered the same as their voluntary act and deed, for the  
uses and purposes therein expressed.

*Harry K. Seybolt*  
(Harry K. Seybolt) An Attorney at Law  
of New Jersey

530 233  
RECEIVED  
222953  
223265  
28 9:37  
JAN 28 1976  
WARREN COUNTY CLERK  
BELLEVILLE, N.J.

HENRY BLUMNER, et als

TO

HENRY BLUMNER, et als

1/25/76 ENTERED CO-  
1/28/76 INDEXED CO-  
CONF'D

Dated December 26, 1975

Received in the Warren  
County Clerk's Office  
Date 1/23/76  
Time 9:37 A.M.  
Book 582 Page 163  
J. H. Seybolt  
CLERK

SCHUMANN & SEYBOLT  
A Professional Corporation  
126 BELLEVILLE AVENUE  
WASHINGTON, N.J. 07682

13

12/15/75 1:10 PM  
12/16/75 1:10 PM  
CONF'D

Received in the Warren  
County Clerk's Office  
Date 12/31/75  
Time 10:54 AM  
Book 580 Page 222  
J. H. Seybolt  
CLERK

Vol. 500

552

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits

as executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representative, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Attest, Signed and Delivered  
in the presence of

*Harry K. Seybolt*  
(Harry K. Seybolt)

*Henry Blummer*  
(Henry Blummer) (LS.)

*Albert Rosenberg*  
(Albert Rosenberg) (LS.)

*Steven Blummer*  
(Steven Blummer) (LS.)

State of New Jersey, County of Warren

that on December 26,

1975

, before me, the undersigned,

I ss.: Do It Remembered,

An Attorney at Law of New Jersey

personally appeared Henry Blummer, Albert Rosenberg and Steven Blummer

who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 32, Sec. 1 (c), is \$ 18,750.00.

Prepared by Schumann & Seybolt  
A Professional Corporation

*Harry K. Seybolt*  
(Harry K. Seybolt)

1000821

RECEIVED

1975 NOV 25 AM 9:29

HARRY J. SNYDER  
WARREN COUNTY CLERK  
BELVIDERE, N.J.

VOL 578 PAGE 33

Deed

VILNEW CORP.

A corporation of  
State of New Jersey

TO

BLUMNER, Et Als.

11/25/75 ENTERED ca  
11/25/75 INDEXED a  
COMP'D.

Received in the Warren  
County Clerk's Office  
Date 11/25/75  
Time 9:29 A.M.  
Book 578 Page 27  
Deed  
*Harry J. Snyder*  
CLERK

Dated November 19 1975

Rev  
John F. Quinn  
P.O. Box 745  
CLIPTON, MS. 37013

Record & Return to:  
Schumann & Seybolt  
126 Belvidere Ave.  
Washington, N.J. 07882

13.

1000822

# Wills Indenture

Made the 17 day of November, in the year of One Thousand Nine Hundred and Seventy-Five.

Henry Blumber of 16 Scotland Drive, Livingston, New Jersey 07039  
and Albert Rosenberg of Scotland Drive, Livingston, New Jersey 07039  
and Steven Blumber of 141-29 73th Avenue, Flushing, New York 11367

the

of  
and State of

in the County of  
party of the first part;

And

VINEW CORP. located at 24 Pier Lane West

the Borough of

Fairfield  
New Jersey

in the County of

Whereas, the said Henry Blumber, Albert Rosenberg, and Steven Blumber

the said party of the second part, in the sum of Fifty-six thousand two hundred fifty  
and 100/100 (\$56,250.00) Note

Dollars, lawful money of the United States of America, secured to be paid by thior  
or obligation, bearing even date with these presents, in the like lawful money as aforesaid con-  
ditioned for the payment of the said first mentioned sum of \$56,250.00

Dollars, lawful money as aforesaid, to the said party of the second part,  
the successors of First  
day of December which will be in the year One Thousand Nine Hundred and Eighty-Five  
and interest thereon, to be computed from November 19, 1975  
at and after the rate of per cent per annum, and to be paid

Quarter annually in Forty (40) equal payments of \$2,011.45 for a ten-  
year period. The first of said payments to be due on February 19,  
1976 and succeeding payments on May 19th, August 19th and November 19th  
of each and every year of the within term.

And it is hereby agreed that should any default be made in the payment of the  
said interest or of any part thereof, on  
any day whereon the same is made payable, as above expressed, or should any tax, assessment, water  
rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or  
acquired upon the premises described in this mortgage, and become due and payable, and should the  
said interest or any part thereof remain unpaid and in arrear  
for the space of 30 days, or said tax, assessment, water rent or other municipal or  
governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrear  
for the space of 30 days, then and from thenceforth, that is to say,  
after the lapse or expiration of either of the said periods, the sum of Fifty-six thousand two hundred fifty  
sum of 100/100 (\$56,250.00)

of interest thereon, shall, at the option of the said party of the second part,  
or assigns, become and be due and payable immediately  
thereafter although the period above limited for the payment thereof may not then have expired,  
anything thereinbefore contained to the contrary thereof in anywise notwithstanding; and the said  
party of the second part may, at its option, pay such tax, assessment or water rent in arrear,  
and the amount so paid shall be added to and become part of the principal sum secured by the said  
bond and this mortgage, and shall be payable on demand with interest at six per cent per annum,  
as by the said bond or obligation, and the condition thereof, reference being thereunto had, may more  
fully appear.

Now this Indenture Witnesseth, that the said party of the first part, for the better securing  
the payment of the said sum of money mentioned in the condition of the said bond or obligation, with  
interest thereon, according to the true intent and meaning thereof, and also for and in consideration  
of the sum of one dollar, to be in hand paid by the said party of the second part at or before  
the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged by

1000823



222473

This Indenture,

Made the 19<sup>th</sup> day of November 19 75 ,  
Between

VILNEW CORP.

a corporation existing under and by virtue of the laws of the State of New Jersey  
having its principal office at 24 Pier Lane West  
in the Borough of Fairfield in the County of  
Essex and State of New Jersey herein designated as the Grantor,  
And

HENRY BLUMNER of 16 Scotland Drive, Livingston, New Jersey 07039  
and ALBERT ROSENBERG of Scotland Drive, Livingston, New Jersey 07039  
and STEVEN BLUMNER of 141-29 78th Avenue, Flushing, New York

XXXXXXXXXXXXXXXXXXXX

~~xxxxxx~~ xx ~~BENEDICT~~                      ~~of~~ xx Washington                      xx ~~the County of~~  
~~WARRICK~~                      ~~and State of~~ xx ~~NORTH CAROLINA~~                      herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of **Seventy-Five thousand**  
dollars and no/100 (\$75,000.00)-----

*lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the Grantees forever,*

All those tract s or parcel s of land and premises, situate, lying and being in the Township of Franklin in the County of Warren and State of New Jersey, more particularly described as follows:

Tract 1: Beginning at a point in the southerly line of right of way of the Morris and Essex Division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between lands formerly of William Pursel and lands formerly of David Pursel; thence

1) South 16 degrees 10 minutes east along said division line 1611.73 feet to a point in the northerly line of lands formerly of William Gibson and Jesse De Reamer,; thence

2) South 69 degrees 07 minutes west along said line of lands of William Gibson and Jesse De Reamer 1283.70 feet to a stone monument; thence--

3) North 15 degrees 54 minutes west along line of lands formerly of John V. Miller 1191.08 feet to a corner in lands formerly of Sarah Boyer; thence

4) North 16 degrees 22 minutes west along line of lands formerly of Sarah Boyer, 243.56 feet to a point in the southerly line of a right of way of the Morris and Essex division of the Delaware and Lackawanna Railroad, thence

5) Northeasterly and curving to the left on a radius of 7688.80 feet along said line of right of way 1158.88 feet to a point of tangency; thence

6) North 57 degrees 30 minutes east still along said right of way 148.20 feet to the place of Beginning.

Tract 2: Beginning at a stone monument in the southerly line of right of way of the Morris and Essex Division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between lands formerly of John V. Miller and lands formerly of William Pursel; thence

REALTY TRANSFER FEE 362.50  
DATE 11-25-77 BY QRL

- 1) South 20 degrees 12 minutes east along said line of lands of John V. Miller 1974.70 feet to a point in the middle of the public road, thence
- 2) South 46 degrees 30 minutes west along the middle of said road 72.11 feet to a point; thence
- 3) South 54 degrees 57 minutes west, still along the middle of said road 486.56 feet to a point; thence
- 4) South 44 degrees 43 minutes west still along the middle of said public road 418.84 feet to a point; thence
- 5) South 55 degrees 47 minutes west still along the middle of said public road 1110.15 feet to a point in the middle of another public road and line of lands formerly of William Gibson and Jesse De Reamer; thence
- 6) North 16 degrees 10 minutes west along the middle of the road and line of lands of said William Gibson and Jesse De Reamer, also along line of lands formerly of David and Emma Pursel 2178.63 feet to a point in the southerly line of right of way of Morris and Essex division of the Delaware and Lackawanna Railroad; thence
- 7) North 57 degrees 30 minutes east along said line of right of way 1882.97 feet to the Place of Beginning.

EXCEPTING

BEGINNING at a point in the southerly line of right of way of the Morris and Essex division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between formerly of William Pursel and lands formerly of David Pursel, thence running south 16 degrees 10 minutes east along said division 1611.73 feet to a point in the northerly line of lands formerly of William Gibson and Jesse De Reamer to the point of place of Beginning of the tract herein to be conveyed and running thence;

- 1) South 69 degrees 07 minutes west along said line of lands of William Gibson and Jesse De Reamer 1283.70 feet to a stone monument; thence
- 2) North 15 degrees 54 minutes west along line of lands formerly of John V. Miller 175 feet to a point; thence
- 3) North 69 degrees 07 minutes east along a line parallel to the first course until the same intersects the aforesaid dividing line between lands formerly of William Pursel and lands formerly of David Pursel; thence
- 4) South 16 degrees 10 minutes east along said division line to the point or place of Beginning.

EXCEPTING

BEGINNING at a point in the southerly line of right of way of the Morris and Essex Division of the Delaware and Lackawanna Railroad where the same is intersected by the division line between lands formerly of William Pursel and lands formerly of David Pursel, thence running south 16 degrees 10 minutes east along said division line 1436.79 feet to a point in the southerly line of lands now of Pennsylvania Tire Company to the point or place of beginning of the tract herein conveyed and running thence

- 1) South 73 degrees 16 minutes west along said line of lands of Pennsylvania Tire Company 1282.88 feet to a point; thence
- 2) North 11 degrees 45 minutes west along line of lands formerly of John V. Miller 10 feet to a point, said point being 185 feet north-westerly from the stone monument at the intersection of lands formerly of John V. Miller and lands formerly of William Gibson and Jesse De Reamer; thence
- 3) North 73 degrees 16 minutes east along a line parallel to the first course hereof until the same intersects the aforesaid division line between lands formerly of William Pursel and lands formerly of  
(See Attached Rider)

R I D E R

Deed - Vilnew Corp. to Sali Corp.

David Pursel; thence

4) South 12 degrees 1 minute east along said division line to the point or place of beginning.

EXCEPTING HOWEVER

There are excepted from the above described tract 1 the following described tract of land granted and conveyed by Thomas Madison Cowell and Evelyn V. Cowell, his wife, and Matthew C. Ricciardi and Ada R. Ricciardi, his wife, to Joseph P. Murphy and George J. Fougouet.

BEGINNING at a point on the south right of way line of the Morris and Essex division of the Delaware, Lackawanna and Western Railroad, said point being also the northwest corner of Tract No. 1 in deed conveyed to Thomas Madison Cowell and Matthew C. Ricciardi by J. Henry Beers and Mildred E. Beers, his wife, dated April 17, 1951 and recorded in the Warren County Clerk's Office in Book 351 of deed on Page 115; thence

1) South 16 degrees 22 minutes east a distance of 243.56 feet to a point; thence

2) South 15 degrees 40 minutes east a distance of 129.8 feet to a point; thence

3) North 52 degrees 53 minutes east a distance of 417.9 feet to a point; thence

4) North 37 degrees 7 minutes west a distance of 288.2 feet to another point on the south right of way line of the above railroad; thence

5) South on a Chord along the radius of a bearing of south 64 degrees 23 minutes west a distance of 289.8 feet to the place of Beginning.

The said grantors present owners of the property have conveyed out of the property and excepting from this conveyance the following two tracts of land which are described as follows:

Tract 1: This is a 10 acre tract of land conveyed to Sagittarius, Inc. on or about August 31st, 1972.

BEGINNING at a point in the centerline of Edison Road on the Southerly right-of-way line of the Erie and Lackawanna Railroad; and thence (1) along said line of Edison Road South 11 degrees 10 minutes 40 seconds East 41.9 feet to a spike; and thence (2) still along said Road South 4 degrees 08 minutes 40 seconds West 102.67 feet to a spike; and thence (3) still along said Road South 16 degrees 59 minutes 40 seconds West 100.0 feet to a spike; and thence (4) still along said Road South 29 degrees 16 minutes 20 seconds West 100.0 feet to a spike; and thence (5) still along said Road South 11 degrees 24 minutes 20 seconds West 100.0 feet to a spike; and thence (6) still along said Road South 1 degree 22 minutes 20 seconds East 130.0 feet to a spike; and thence (7) still along said Road South 23 degrees 21 minutes 00 seconds East 82 feet to a spike on the line of lands remaining to Vilnew Corporation; and thence (8) along said line south 60 degrees 44

1000826

R I D E R

Vilnew Corp. to Sali Corp. (continued)

The foregoing description being in accordance with a survey made by William E. Ferlanie, P.E. and L.S., Bloomsbury, New Jersey dated April 3, 1975.

Being part of the same premises conveyed to Vilnew Corp., by deed of Pennsylvania Tire Company dated October 15, 1968, and recorded in the Clerk's Office of Warren County on October 16, 1968 in deed book 498, page 961.

TOGETHER WITH the following grants and easements which shall run with the land:

1. The right to use in common with others the concrete road adjoining the northerly line of the within described premises for ingress and egress to and from Edison Road.
2. The right to use railroad side tracks over and across lands of the party of the first part adjoining the easterly line of the within described premises for access to the main line of the Erie Lackawanna Railroad Company.
3. The right to take and draw water from existing wells on premises of the party of the first part adjoining on the east, together with the right to use existing water pipelines and to enter upon said premises for maintaining and repairing said pipelines, until such time as another adequate source of water is established.

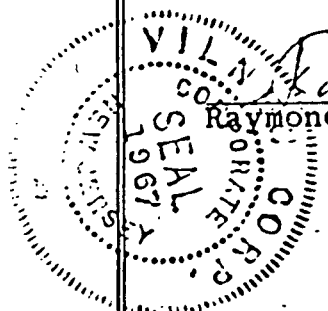
Subject to month to month tenancy on the small building for party named Waslin, who is presently in default on his rent and subject to renewable agricultural lease with Farmer Banghart.

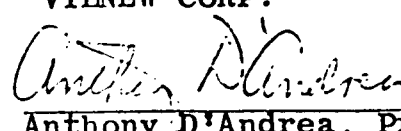
Subject to easements, restrictions, grants of record, and reservations which may appear in the chain of title.

Being a portion of the premises conveyed to the grantor herein by deed of Pennsylvania Tire Company dated October 15, 1968 and recorded in the Warren County Clerk's Office on October 16, 1968 in Book of Deeds 498 at Page 961.

ATTEST:

VILNEW CORP.

  
Raymond J. Mady, Secretary

  
Anthony D'Andrea, President

1000827

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.  
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

VILNEW CORP.

By: Anthony D'Andrea  
Anthony D'Andrea President

ATTEST:  
NEW JERSEY  
1968  
RAYMOND J. MADY  
Secretary

Instrument Prepared by:

JOHN F. QUINN, An Attorney  
At Law of New Jersey

State of New Jersey, } ss.:  
County of Passaic

Be it Remembered, that on this 19 day of November 19 75, before me, the subscriber,

An attorney at Law of New Jersey  
personally appeared Raymond J. Mady  
who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Vilnew Corp.

that Anthony D'Andrea is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness. and that the full and actual consideration paid or to be paid for the\*  
Sworn to and subscribed before me,  
the date aforesaid.

John F. Quinn  
JOHN F. QUINN, An attorney at  
Law of New Jersey

Raymond J. Mady  
RAYMOND J. MADY

\*transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$75,000.00.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey

County of Warren

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

FRANKLIN INDUSTRIAL PARK  
NAME (print or type)

Partner

TITLE (print or type)

Henry Blummer

SIGNATURE

Henry Blummer

Sworn to before me this

18th day of May, 1989

Nancy H. Roseberry

Notary Public

Nancy H. Roseberry  
A Notary Public of New Jersey  
My Commission Expires April 9, 1991

1000829

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

J. Gartemb  
Franklin Industrial Park  
489-95 Frelinghuysen Avenue  
Newark, New Jersey 07114

4. Article Number

0545548504

Type of Service:

- ☐ Registered ☐ Insured  
☐ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature Address

X Robert Fowler

6. Signature - Agent

X

7. Date of Delivery

APR - 5 1989

8. Addressee's Address (ONLY if requested and fee paid)

UNITED STATES POSTAL SERVICE  
OFFICIAL BUSINESS

**SENDER INSTRUCTIONS**

Print your name, address and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN  
TO

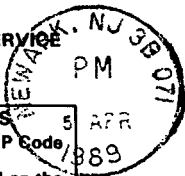


CANZIVS

Rm. 747

Print Sender's name, address, and ZIP Code in the space below.

**U.S. Environmental Protection Agency**  
**26 Federal Plaza**  
**New York, New York 10278**



PENALTY FOR PRIVATE  
USE, \$300



Cinzus - 747

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. ☐ Restricted Delivery  
↑(Extra charge)↑

**3. Article Addressed to:**

J. GARTEMB  
FRANKLIN INDUSTRIAL PARK  
489-95 FRELINGHUYSEN AVENUE  
NEWARK, NEW JERSEY 07114

#### 4. Article Number

P-545 546 520

Type of Service:

- ☐ Registered      ☐ Insured  
☒ ~~Certified~~      ☐ COD  
☐ Express Mail

**Always obtain signature of addressee  
or agent and DATE DELIVERED.**

### 5. Signature – Addressee

**X**

**6. Signature — Agent**

**X**

7. Date of Delivery:

FEB 8 1989

8. Addressee's Address (*ONLY if requested and fee paid*)

UNITED STATES POSTAL SERVICE  
OFFICIAL BUSINESS



PENALTY FOR PRIVATE  
USE, \$300

**SENDER INSTRUCTIONS**

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN  
TO



Print Sender's name, address, and ZIP Code in the space below.

U.S. Environmental Protection Agency  
26 Federal Plaza - Rm 747  
New York, New York 10278

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